

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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J. KLEINHAUS & SONS, LLC,

Plaintiff,

-against-

21 CIVIL 2202 (JPC)

**JUDGMENT**

VALLEY FORGE INSURANCE  
COMPANY

Defendant.

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It is hereby **ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Opinion and Order dated December 14, 2021, the Court recognizes the challenges facing businesses since COVID-19 spread throughout this country. At points, government regulations prohibited many in-person services. These regulations, along with COVID-19's effects on the country, have strained the business community. Understandably, Kleinhaus hoped its insurance would cover its losses. But insurance does not cover everything; claims must fall within a policy's terms. And courts "must honor the coverage the parties did and did not provide for in their written contracts of insurance." Santo's Italian Cafe LLC, 15 F.4th at 407. Here, that means finding that Kleinhaus's claims fall outside its insurance policy with Valley Forge. Valley Forge's motion to dismiss is granted and the case is dismissed with prejudice. The Court has dismissed with prejudice because Kleinhaus neither suggests how it may cure the defects nor asks for leave to amend. See Gallop v. Cheney, 642 F.3d 364, 369 (2d Cir. 2011) ("[N]o court can be said to have erred in failing to grant a request that was not made.... [And] in the absence of any indication that [the plaintiff] could or would provide

additional allegations that might lead to a different result, the District Court did not err in dismissing [the plaintiff's] claim with prejudice; accordingly, the case is closed.

**Dated:** New York, New York

December 14, 2021

**RUBY J. KRAJICK**

**BY:**

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**Clerk of Court**

*K. mango*

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**Deputy Clerk**